

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
:
GOL LINHAS AÉREAS INTELIGENTES S.A., : Case No. 24-10118 (MG)
et al.,¹ :
:
Debtors. : (Jointly Administered)
:
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NOTICE OF ASSUMPTION OF EXECUTORY CONTRACT

PLEASE TAKE NOTICE that on March 7, 2024, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order on the motion (the “Motion”) ² of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection, assumption, or assumption and assignment of executory contracts and unexpired leases and granting related relief [Docket No. 234] (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Assumption Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that the contract set forth on **Exhibit 1** attached hereto (the “Assumed Contract”) is hereby assumed effective as of April 22, 2025 (the “Assumption Date”) or such other date as the Debtors and the counterparty or counterparties to the Assumed Contract agree.

PLEASE TAKE FURTHER NOTICE that the Debtors have the financial wherewithal to meet all future obligations under the Assumed Contract, which may be evidenced upon written request by the counterparty to the Assumed Contract, thereby demonstrating that the Debtor has the ability to comply with the requirements of adequate assurance of future performance.³

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: GOL Linhas Aéreas Inteligentes S.A. (N/A); GOL Linhas Aéreas S.A. (0124); GTX S.A. (N/A); GAC, Inc. (N/A); Gol Finance (Luxembourg) (N/A); Gol Finance (Cayman) (N/A); Smiles Fidelidade S.A. (N/A); Smiles Viagens e Turismo S.A. (N/A); Smiles Fidelidade Argentina S.A. (N/A); Smiles Viajes y Turismo S.A. (N/A); Capitânia Air Fundo de Investimento Multimercado Crédito Privado Investimento no Exterior (N/A); Sorriso Fundo de Investimento em Cotas de Fundos de Investimento Multimercado Crédito Privado Investimento no Exterior (N/A); and Gol Equity Finance (N/A). The Debtors’ service address is Praça Comandante Linneu Gomes, S/N, Portaria 3, Jardim Aeroporto, 04626-020 São Paulo, São Paulo, Federative Republic of Brazil.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Procedures Order.

³ The Debtors shall serve the counterparty to the Assumed Contract with evidence of adequate assurance upon such counterparty’s written request to Debtors’ counsel.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases no later than fourteen (14) days after the date that the Debtors served this Notice (i) to the Chambers of the Honorable Martin Glenn, Chief United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (ii) the Debtors, c/o GOL Linhas Aéreas Inteligentes S.A., Praça Comandante Linneu Gomes, S/N, Portaria 3, Jardim Aeroporto, 04626-020 São Paulo, São Paulo, Brazil (Attn: Joseph W. Bliley, Chief Restructuring Officer); (iii) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Evan R. Fleck, Esq., Lauren C. Doyle Esq., and Bryan V. Uelk, Esq.), counsel for the Debtors; (iv) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, One Bowling Green, Suite 534, New York, NY 10004-1408 (Attn: Annie Wells, Esq. and Rachael Siegel, Esq.); (v) the Securities and Exchange Commission, 100 F Street, NE, Washington, D.C. 20549; (vi) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel); (vii) the U.S. Attorney's Office for the Southern District of New York, One St. Andrew's Plaza, New York, NY 10007; (viii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Brett H. Miller, Esq., Todd M. Goren, Esq., Craig A. Damast, Esq., and James H. Burbage, Esq.), counsel for the Official Committee of Unsecured Creditors; and (ix) the Contract Counterparties affected by the Assumption Notice. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the assumption of each Contract shall become effective on the Assumption Date set forth in **Exhibit 1**, or such other date as the Debtors and the counterparty or counterparties to such Assumed Contract agree.⁴

PLEASE TAKE FURTHER NOTICE that the proposed cure amount under the Assumed Contract is set forth in **Exhibit 1**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

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⁴ If assumption of the Assumed Contract is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption of the Assumed Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection. If such objection is overruled or withdrawn, such Assumed Contract shall be assumed as of the Assumption Date set forth in **Exhibit 1** or such other date as the Debtors and the counterparty or counterparties to such Assumed Contract agree.

Dated: New York, New York
April 22, 2025

MILBANK LLP

/s/ Evan R. Fleck

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Counsel for Debtors and Debtors-in-Possession

EXHIBIT 1

Assumed Contract¹

Counterparty	Debtor Counterparty	Description of Contract	Cure Amount	Assumption Date
Intelsat Inflight LLC and Intelsat Inflight Brasil Telecomunicacoes LTDA 7900 Tysons One Place McLean, VA 22102	GOL Linhas Aéreas, S.A.	Amendment to 2Ku Agreement (In-Flight Connectivity and Entertainment Services Agreement)	\$0.00	April 22, 2025

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.